

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: C466A III Amendment #2, Right of Way Appraisal and Appraisal Support Services and Time Extension (staff recommends approval)

REQUESTED ACTION: **Board approval**

☐ Work Session (Report Only) **DATE OF MEETING:** 11/8/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: Kimley-Horn and Associates and Sub-consultants

Effective Date: 11/8/2011

Termination Date: 12/31/2012

Managing Division / Dept:

Public Works/Engineering

BUDGET IMPACT: NTE \$344,600

☐ Annual
☒ Capital
☐ N/A

FUNDING SOURCE:

Impact Fee 153

EXPENDITURE ACCOUNT:

153 344 541 6554

HISTORY/FACTS/ISSUES:

On October 26, 2011 the BOCC approved the contract with Kimley-Horn and Associates to design and permit the widening of C466A from US301 to Powell Road, from 2 to 3 lanes with a completion date of December 1, 2011 (atch 1). On November 9, 2010 the BOCC approved amendment #1 to KHA's contract for Right of Way ROW) Negotiations and Acquisition Support to be provided by Ed Barfield as a sub consultant to KHA (atch 2).

Amendment #1 was clear in that it did not provide for appraisal and appraisal support services such as: before and after parcel surveys, parcel engineering impact studies, and estimated cure costs.

PWD has already reviewed and commented on the 60% plans, and KHA has incorporated those comments into the draft 90% plans . At this point we are prepared to begin the actual ROW acquisition process supported by the appraisal and appraisal support services under this amendment #2. If approved, Farner Barley will provide the additional survey support, Velie Appraisal Services will provide appraiser services, KHA will develop parcel engineering impact studies, and W.D. Richardi will provide certified estimator services and cure costs.

There are 43 parcels that will be impacted by this project. Some will have limited and easily appraised impacts and some will be more difficult to assess, requiring the before and after surveys, impact studies and cure estimates. Therefore the amendment is structured on an as needed basis with not to exceed (NTE) costs for each element of the process (atch 3). KHA, Ed Barfield, and the PWD will assess each parcel to determine which ones will not need the additional information developed.

Because of the large number of parcels involved (43), the actual acquisition process with be done in 6 groups, and will require approximately 7 months. When added to the closing time, an additional thirteen months will be required to secure all the ROW needed for this project, which results in a new contract completion date for KHA of December 31, 2012.

PWD recommends approval of Amendment #2 (atch 3) which adds NTE \$344,600 to this contract for appraisal and appraisal support services and extends the time to December 31, 2012.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: C466A III Widening Consulting Engineering Services (Staff recommend approval)

REQUESTED ACTION: Board Approval

☐ Work Session (Report Only)

DATE OF MEETING: 10/26/2010

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: Kimley-Horn and Associates

Effective Date: 11/1/2010

Termination Date: 12/1/2011

Managing Division / Dept:

Public Works Division/Road and Bridge

BUDGET IMPACT: \$479,715

☐ Annual

FUNDING SOURCE:

Impact Fee Fund 153

☒ Capital

EXPENDITURE ACCOUNT:

153 344 541 6554

☐ N/A

HISTORY/FACTS/ISSUES:

The firm of Kimley-Horn and Associates was selected by the Sumter County Selection committee in August 2010, to design and permit the widening of C 466A from US 301 to Powell Road. In addition to the design, this effort will include related consulting engineering services such as planning and public involvement, and right of way assistance such as right of way mapping and legals and sketches, bid document assistance. The Public Works Division conducted scope and price negotiations with KHA during the period of September 9 - October 11, 2010, resulting in the negotiated price of \$479,715.

This price includes 3 major tasks for a lump sum price of \$408,785 and one major task (Permitting and ROW Assistance) for a not to exceed amount of \$70,930.

Potential future services related to this effort are construction engineering and inspection (CEI) services, and right of way acquisition services such as appraisals and negotiations.

It is anticipated that the Board would issue the notice to proceed (NTP) on or about November 1, 2010 for a 13 month period of service, concluding on or about December 1, 2011.

Atch 1

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: C 466 A Phase III Right of Way Negotiations and Acquisitions Support, Amendment to October 19, 2010 Agreement with Kimley-Horn and Associates (staff recommends approval)

REQUESTED ACTION: Board approval

☐ Work Session (Report Only) **DATE OF MEETING:** 11/9/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A

Vendor/Entity: Kimley Horn and Associates and subconsultant Edwin R. Barfield

Effective Date: 12/1/2010
Managing Division / Dept:

Termination Date: TBD
Public Works Division/Road and Bridge

BUDGET IMPACT: \$174,470

☐ Annual
☒ Capital
☐ N/A

FUNDING SOURCE:

Impact Fee fund 153

EXPENDITURE ACCOUNT:

153 344 541 6554

HISTORY/FACTS/ISSUES:

On October 26, 2010 the Board approved an agreement with Kimley-Horn and Associates (KHA) for planning, design, permitting, survey and mapping services and bid documents assistance, for phase III of the C466A widening from US 301 to Powell Road. An integral part of this effort will be acquisition of the right of way (ROW) to implement the design.

The County has used other firms to provide this assistance in the past. In this case, KHA has an existing relationship with a subconsultant (Edwin R. Barfield) who is well versed in this type of work. Subsequent to completing negotiations for the design and permitting of the widening project, Public Works staff entered into negotiations for the necessary ROW acquisition and appraisal support.

If approved, this amendment to the basic agreement with KHA will include the following:

1. Appropriate meetings and design reviews.
2. Public Involvement meeting.
3. Potential ROW acquisition impacts.
4. Property owner research and parcel file preparation.
5. Maintain established relationships, and document.
6. Management of ROW process and supporting subconsultants (subconsultants are additional cost).
7. ROW acquisition services including notifications, negotiations, closings, suit package preparations.

This price is a not -to exceed (NTE) price which includes KHA's oversight, but does not include subconsultants such as an appraisal firm and CPA, which would be additional cost of more than \$100,000 depending on how many parcels are affected. However, these subconsultants are not needed until the number of parcels affected by acquisition has been identified. County staff will be involved in the selection of the appraisal and CPA firms, which will then work for Edwin R. Barfield.

As a precaution, this scope includes reassessment of estimated fees after the preliminary property acquisition assessment, and after 60% design plans are submitted to the County.

Atch 2

Specifically not included in this scope are (but can be added via supplemental agreements):

1. Title binder, title search, and title insurance.
2. Legal instruments and documents.
3. Relocation services.
4. Property demolition, security, posting, and environmental services such as asbestos abatement.
5. Eminent domain litigation support and expert witness testimony.

See attached scope and fee table.

**AMENDMENT #2 TO THE OCTOBER 19, 2010 AGREEMENT
C466A WIDENING FROM US 301 TO POWELL ROAD
APPRAISAL SUPPORT SERVICES**

The following Scope of Services is an Amendment to the Kimley-Horn and Associates, Inc. (the "ENGINEER") Consulting Engineering Agreement dated October 19, 2010 for the C466A Widening from US 301 to Powell Road Project that was approved by the Board of Sumter County Commissioners (the "BOARD") on October 26, 2010. All terms and conditions of that Agreement remain in full force and effect except as modified herein.

The widening of C466A requires the acquisition of additional right-of-way from both the northern and southern sides of the existing roadway. Based on the current construction plans for the widening, it is expected that forty-three (43) parcels may be affected. As currently proposed, all forty-three (43) acquisitions are fee takings. There are three (3) retention ponds proposed, but none of the proposed acquisitions are for water retention purposes. Therefore, this Scope of Services does not contemplate any valuation services for parcels associated with the retention pond facilities. Each of the forty-three (43) parcels being acquired are strip type acquisitions from the front or side (depending on which way the structure is facing on the lot) of the property. In some instances, these acquisitions vary in their width because of either corner clips and/or changes in right-of-way requirements. Generally speaking, the acquisitions vary from approximately 5' to 25' in depth along the western portions of the project expanding to a width of almost 60' along the eastern portion of the project.

The overall objective of this Amendment is to provide the professional services necessary to prepare certified appraisals of market value for the real estate interests in each of the affected properties. Therefore, this Scope of Services is for activities necessary to provide estimates of market value for up to forty-three (43) property parcels as identified on the ENGINEER's plans for the proposed roadway widening project. These services will be provided by the ENGINEER and its subconsultants; Velie Appraisal Services (the "APPRAISER"), W.D. Richardi, Inc. (the "ESTIMATOR"), and Farner Barley and Associates, Inc. (the "SURVEYOR").

Because of the potential that the remainder properties will be adversely affected to a greater extent than the acquisition itself a majority of the appraisals will be written utilizing a "before and after" analysis. In the before and after analysis, the entire property (both land and improvements) is appraised in the before situation, the value of the acquisition itself is appraised (both land and improvements), and the remainder is appraised based on the hypothetical assumption that the road has been constructed per the plans and specifications.

SCOPE OF SERVICES

The scope of services included in this Amendment is limited to the following tasks:

Task 1 – Survey Support Services

The work to be performed under this contract by the SURVEYOR will be to provide a final lot survey of each property that requires a "Before and After" property analysis. In previous contract scope the SURVEYOR was retained to prepare sketches and legal descriptions of the proposed acquisition areas only. The survey services provided under this Amendment are the additional field survey services necessary to fully survey up to 43 properties, including all above ground improvements, identified by the APPRAISER as potentially requiring the before and after analyses.

The fees for this task will be on a Not-to-Exceed basis; if fewer than 43 properties are needed the BOARD will only be invoiced for the actual amount of work performed.

- A. For each of the forty-three (43) parcels the SURVEYOR will provide a field survey, which will consist of the following scope:



- 1) SURVEYOR will perform limited field surveys on forty-three (43) parcels. Locations will include those visible improvements within the overall lots or features as requested for appraisal purposes.
- 2) SURVEYOR will provide survey exhibits in electronic and hard copy format for each parcel based on the field surveys. Three (3) exhibits per parcel will be provided:
 - a. Exhibit showing original parcel
 - b. Exhibit showing original parcel with proposed acquisition parcel
 - c. Sketch showing remainder parcel
- 3) The SURVEYOR's work will be in compliance with Florida Minimum Technical Standards Rule 5J-17 FAC.

Task 2 – Appraiser Services

Under this task, the APPRAISER will prepare written appraisal reports, accompanied by supporting market data contained in the report addenda, for all forty-three (43) parcels. The appraisal reports shall be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The APPRAISER's reports will include the supporting documentation prepared by the ENGINEER, SURVEYOR and ESTIMATOR.

The fees for this task will be Not-to-Exceed; if fewer than 43 properties are needed the BOARD will only be invoiced for the actual amount of work performed

A. Data Collection

- 1) APPRAISER will prepare files on each parcel; prepare inspection schedule; review construction plans and right-of-way maps with team members, discuss any potential problems with the ENGINEER and BOARD.
- 2) APPRAISER will meet with team members on site to reaffirm function and completion of the schedules; review each parcel on site with the ENGINEER (this task assumes up to one team kick-off meeting within the corridor).
- 3) APPRAISER will identify types of properties needed to perform the appraisal and begin sales search and input sales data into DataComp database.
- 4) Project Team will meet with City/County officials to discuss any regulatory problems that may arise from the property acquisitions (this task assumes up to two meetings with City/County officials).
- 5) APPRAISER will start basic data search; obtain zoning, comprehensive land use data, flood map data and basic information needed to write area and neighborhood descriptions; draft beginning of general information concerning the project, area, neighborhood, zoning, etc.
- 6) APPRAISER will send out property owner contact letters and inspect each parcel being appraised.
- 7) APPRAISER will prepare report format; both land and affected improvements and before and after reports as applicable to this project.

B. Data Finalization

- 1) APPRAISER will continue sales search and verify sales applicable to appraisal problem; finalize data supporting market conditions adjustments, location adjustments, front/side yard loss studies and any other studies applicable; obtain cost estimates for landscaping, sprinkler systems, fencing etc.; meet with the ENGINEER and review their findings;



C. Parcel Analysis/1st Submission

- 1) APPRAISER will prepare a rough-draft of factual data for each appraisal due in the upcoming submission.
- 2) APPRAISER will meet with subconsultants to review their final conclusions, if any; apply subconsultants' findings to appraisal; prepare valuations on individual parcels; finalize reports.

D. Parcel Analysis/2nd through 6th Submission

- 1) APPRAISER will prepare a rough-draft of factual data pertaining to individual appraisals due in the next submission.
- 2) APPRAISER will meet with team members to review their final conclusions associated with next submission; apply team members' findings to appraisals; prepare valuation analysis on individual parcels; finalize reports.
- 3) APPRAISER will incorporate all comments and revisions received from the BOARD into the appraisals submitted in the prior submission and will submit Final versions to the BOARD.

E. Deliverables under this Task will be limited to the following:

- 1) For each affected parcel, one final appraisal that complies with the Uniform Standards of Professional Appraisal Practice (USPAP) will be submitted in electronic format with two additional hard copies.

Task 3 – Planning and Engineering Support Services

Under this task, the ENGINEER will prepare the necessary planning and engineering study for each of the 43 parcels. This study is necessary for each of the parcels to document and analyze the existing use of the properties, document and analyze the potential use of the properties after the right of way acquisition, and prepare graphical engineering drawings of the "Before and After" conditions for each property. Depending on the nature of the use of the property, additional specific analyses may also be needed, such as parking studies for commercial properties, developable areas and potential building sizes for parcels with a different future land use, etc.

The fees for this task will be Not-to-Exceed; if some of the 43 properties can be appraised without engineering support services, as agreed to by the ENGINEER and the BOARD the BOARD will only be invoiced for the actual amount of work performed.

A. Planning And Engineering

- 1) For each of the forty-three (43) parcels, the ENGINEER will prepare a land planning and engineering analysis to support the APPRAISER's valuation services.
- 2) The ENGINEER will prepare a plan and summary report for each of the forty-three (43) parcels to include a discussion the following items, as applicable:
 - a. Review of existing site improvements to determine if the existing use is compliant with current local codes and ordinances.
 - b. Review of local codes and ordinances to determine the potential allowable use(s).
 - c. Site analysis to determine access, parking, circulation and use impacts.
 - d. Site analysis of drainage and utility impacts.
 - e. Site analysis of grading impacts.
- 3) For each of the forty-three (43) parcels, the ENGINEER will prepare a Before Condition Exhibit and an After Condition Exhibit. These exhibits will depict the existing conditions and the impacts caused by the proposed roadway widening project. If the ENGINEER



proposes a cure, recommending an improvement to restore the property to its highest and best use, the ENGINEER will prepare a Cure Plan Exhibit for the subject parcel.

Task 4 – Certified Estimator Support Services

In addition to assigning value based on the loss of property, there will also be physical damages that need to be included in the appraisals. Fixing physical damages, such as driveway relocations, fences and sheds, structures, landscape and hardscape, etc., requires what is known as a "cost-to-cure" valuation. The cost to cure is prepared by a certified estimator and represents a proposal to form the basis of valuation for the cost to cure, and also a proposal to perform the work for the property owner. The certified cost estimate is then used by the APPRAISER to arrive at the cost of the cure. The property owner has the option to accept the payment for the cure and hire their own contractor to perform the work, or to hire the ESTIMATOR to perform the work as indicated on their certified cost estimate.

The fees for this task will be Not-to-Exceed; if some of the 43 properties can be appraised without estimator support services, as agreed to by the ENGINEER and the BOARD the BOARD will only be invoiced for the actual amount of work performed.

A. Certified estimates for cost to cure

- 1) After the parcel analysis is prepared, the ESTIMATOR will prepare a certified estimate for each affected parcel to assign a value to the cost to cure required due to the proposed roadway improvement project.

Task 2 - Optional Services

At the BOARD's option, the ENGINEER may be requested to provide optional services. The fee for these services will be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services will be executed at the appropriate time. These services may include, but are not limited to:

- A. Expert witness testimony in support of the right of way acquisitions.
- B. Preparation of additional materials, graphics, plans, etc., requested by the BOARD's legal counsel to assist in property acquisitions.
- C. Appraisal support services to additional parcels not included in this Scope of Services.

ADDITIONAL SERVICES

Any professional services not specifically listed in the above Scope of Services are not included in the contracted fees. Should the BOARD desire any of these services, the ENGINEER will prepare a fee, scope and schedule for the work at the time the services are requested.



SCHEDULE

The ENGINEER will maintain a project schedule throughout the performance of the Scope of Services. As part of this Amendment, the schedule for completion by the ENGINEER is hereby extended until December 31, 2012, unless there are delays outside of the ENGINEER's control, such as delays associated with property closing delays, litigations, unanticipated design or permitting issues, BOARD requested design changes etc.

The approximate completion time for the appraisals will be approximately seven (7) months from notice to proceed. Based on this, the following schedule is expected:

- | | |
|---|----------------------------------|
| 1) Collection of Data & Parcel Inspection | 60 days after Notice to Proceed |
| 2) 1st group of appraisals | 75 days after Notice to Proceed |
| 3) 2nd group of appraisals | 90 days after Notice to Proceed |
| 4) 3rd group of appraisals | 115 days after Notice to Proceed |
| 5) 4th group of appraisals | 135 days after Notice to Proceed |
| 6) 5th group of appraisals | 145 days after Notice to Proceed |
| 7) 6th group of appraisals | 180 days after Notice to Proceed |



FEE

The ENGINEER will perform the services described in the Scope of Services for a not to exceed fee of \$344,600. A breakdown by task is provided below:

Task	Description	Fee
1	Survey Support Services	Not to Exceed: \$47,200
2	Appraiser Services	Not to Exceed: \$141,100
3	Planning and Engineering Support Services	Not to Exceed: \$120,000
4	Certified Estimator Support Services	Not to Exceed: \$36,300


All permitting, application, and similar project fees will be paid directly by the Board. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within ten (10) days of your receipt of the invoice, as per Item 6 in the Consulting Engineering Agreement. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the Board of any budget revisions.

ACCEPTED:

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: November 1, 2011